

STANDARD TERMS OF APPOINTMENT

27th March 2023

Elevate Everywhere Limited

1 DEFINITIONS

In this Agreement:

Offer	Means the offer letter(s) and all its appendices and/or attachments (if any) issued by the Consultant to the Client.
Agreement	Means the offer letter(s) and these Terms of Business and the Client's acceptance thereof.
Client	Means the person to whom the Consultant sends the Offer provided that where such person acts as an agent, the Client shall be the principal.
Consultant	Means Elevate Everywhere Ltd (Company No. 07956897).
Parties	Means the Client and the Consultant and "Party" shall mean either the Client or the Consultant.
Services	Means all the work and services (including advice provided whether or not in writing) carried out or to be carried out for the Client by the Consultant.
Site	Means the site (or a particular site) to which the whole (or a particular part) of the Services relate.

2 PERFORMANCE

- 2.1 The Consultant shall in performing the Services exercise the reasonable skill and care as may be expected of a consultant carrying out services similar to the Services. Notwithstanding any responsibilities and obligations which the Client may have under any other contract or at law, nothing in the Agreement or in any proposal, report or other document is to be construed as a warranty or guarantee by the Consultant other than to use (or to have used) reasonable skill and care.
- 2.2 The Consultant shall use reasonable endeavours to perform the Services in accordance with the programme, if any, set out in the Agreement but shall not be liable if it is unable to perform the Services as a result of any cause beyond its reasonable control.
- 2.3 The Client shall supply to the Consultant in a timely fashion so as not to delay or disrupt the performance of the Services and without charge all the information and things in the possession of the Client or any of the Client's agents consultants or contractors and any instructions decisions consents approval or access to property and use of facilities as described in (or reasonably to be inferred from) the Agreement and necessary for the performance of the Services by the Consultant. Where the Client has failed to provide any of the information required by this clause 2.3 to the Consultant, the Consultant shall not be in breach of any of its obligations under the Agreement.

3 PAYMENT

- 3.1 The Client shall pay the Consultant the fees set out in the Agreement. The Client shall pay invoices in full 21 days after the invoice date or, if the Agreement is a "construction contract" for the purposes of Section 104 of the Housing Grants, Construction and Regeneration Act 1996 (as amended), in accordance with Clauses 3.2 to 3.5.
- 3.2 The Consultant's invoices shall become due for payment on the date of their submission and the final date for payment shall be 21 days thereafter.
- 3.3 No later than 5 days after the Consultant's invoice becomes due for payment, the Client shall give the Consultant a notice (a "Payment Notice") specifying the sum the Client considers to have been due at

the payment due date and the basis on which that sum is calculated.

- 3.4 Unless the Client has served a notice under Clause 3.5, it shall pay the Consultant the sum referred to in the Payment Notice or, if the Client did not issue a Payment Notice, the sum referred to in the Consultant's invoice (the "Notified Sum") on or before the final date for payment of each invoice.
- 3.5 If the Client intends to pay less than the Notified Sum, the Client may notify the Consultant not later than 7 days before the final date for payment of the amount it considers to be due and the basis on which that sum is calculated.
- 3.6 In the event of late payment, the Client shall pay interest at the statutory rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998. The Client shall pay all debt collection fees (including legal fees) and costs whatsoever incurred by the Consultant in collecting the fees. All sums due under the Agreement are exclusive of Value Added Tax, the amount of which shall be paid by the Client to the Consultant at the rate and in the manner prescribed by law.

4 ADDITIONAL WORK

If the Consultant receives reasonable instructions from the Client to carry out additional work to that stated in the Offer or such work is necessary in the circumstances and/or the Consultant suffers delay or disruption in the performance of the Services for reasons beyond the Consultant's reasonable control the Client shall make additional payment to the Consultant in respect of the additional work carried out and the additional resources employed and/or the delay or disruption suffered. The additional payment shall be calculated on the basis of the method of assessing payment under the Agreement, or where no such method is set out in the Agreement, payment shall be such sum as is agreed between the Client and the Consultant and is reasonable in the circumstances.

5 INTELLECTUAL PROPERTY & CONFIDENTIALITY

- 5.1 The copyright in all drawings reports and other documents (including material in electronic form) prepared by the Consultant in the performance of the Agreement shall remain vested in the Consultant.
- 5.2 The Client shall have a licence to copy and use only the final drawings and other documents provided by the Consultant, and only for the purposes and for the same project for which they were prepared or compiled. The Consultant shall not be liable for the use of such drawings or documents other than for the purposes for which they were provided by the Consultant. The Consultant may on giving not less than seven days written notice revoke this licence if the Client fails to pay in accordance with the Agreement any fees or other amounts due under the Agreement.
- 5.3 The Elevate Everywhere name and logo are the registered trademarks of the Consultant. The Client agrees not to use the Elevate Everywhere name or logo in any marketing materials or any public documents whatsoever without the prior written and express consent of the Consultant.
- 5.4 The Parties will treat the details of the Agreement and any written or oral information about the Services (including any know-how, techniques or processes used in the course of carrying out the Services) as private and confidential and neither of them shall publish or disclose any details thereof to any third party unless prior written consent has been given by the other Party. This duty of confidentiality shall not apply to information which a Party can show by reasonable documentary proof:
 - (i) to have been in the public domain at the time of receipt by such Party; or
 - (ii) to have become known to the public through no fault of such Party after receipt thereof; or
 - (iii) to have been lawfully known by such Party prior to its receipt; or
 - (iv) to have been disclosed to such Party without restriction by a third party; or
 - (v) is required to be disclosed pursuant to applicable laws or a legally binding order of any competent judicial, governmental or regulatory body.
- 5.5 Before the disclosure of any information pursuant to clause 5.4(v), the disclosing Party will (to the extent permitted by law) inform the other Party of the circumstances and the details of the information to be

disclosed at the earliest possible opportunity.

6 THE CONSULTANT'S LIABILITY

- 6.1 The total liability of the Consultant (other than for personal injury or death resulting from negligence) under or in connection with the Agreement howsoever arising whether in contract or in tort, in negligence, for breach of statutory duty or otherwise shall not exceed in aggregate a sum equal to 3 (three) times the fees paid by the Client and received by the Consultant (the "Limit of Liability"). The Client agrees that in no circumstances whatsoever will it enforce any claim, judgment or award against any person (including the Consultant) to the extent that enforcement thereof will, or may result in, the aggregate amount paid by the Consultant exceeding the Limit of Liability.
- 6.2 Without prejudice to the above limitation or any other exclusion or limitation of liability available to the Consultant:
- (i) the Consultant's liability shall be limited to the extent of any loss, damages, injury, expenses, costs (including legal costs) that are directly caused by the negligence of the Consultant, its employees, its sub- contractors/sub-consultants, and/or agents hereunder. In no circumstances whatsoever shall the Consultant be liable to the Client for any loss of profit or revenue or savings (actual or anticipated), business interruption, loss caused by delay, wasted management time, increased supervision costs, professional fees, contractor and other third party costs and claims, diminution in value, financing charges, loss of goodwill, loss of reputation, loss of market share, loss of data, ex gratia payments of any kind, any indirect, financial or consequential loss whether caused by negligence, breach of duty (statutory or otherwise), breach of contract or otherwise and whether or not such losses were foreseeable at the time of entering into the Agreement; and
 - (ii) the Consultant's liability is limited to the proportion of the Client's loss or damage which it would be just and equitable for the Consultant to pay having regard to the extent of the Consultant's responsibility for the same and on the assumptions that: (a) all other consultants, contractors, sub-consultants, sub- contractors, project managers or advisers engaged in connection with the project to which the defective part or parts of the Services relate (the "Project") shall have provided to the Client contractual undertakings on terms no less onerous than those set out in the Agreement in respect of the carrying out of their obligations in connection with the Project; (b) there are no exclusions of or limitations of liability nor joint insurance or co-insurance provisions between the Client and any other party referred to in this sub- clause and any such other party who is responsible to any extent for the Client's losses is contractually liable to the Client for the same; and (c) all such other consultants, contractors, sub-consultants, sub- contractors, project managers or advisers have paid to the Client such sum as it would be just and equitable for them to pay having regard to the extent of their responsibility.
- 6.3 No action or proceedings under or arising out of or in connection with the Agreement whether in contract or in tort, in negligence, for breach of statutory duty or otherwise shall be commenced by a Party (a) after the expiry of six years after the completion of the Services or such earlier date as may be prescribed by law; or (b) (save in respect of death or personal injury resulting from negligence) at any time against any employee, officer or director of the other Party.

7 INSURANCE

Provided always that such insurance is available at commercially reasonable rates, and subject to all exceptions, exclusions and limitations to the scope of cover that are commonly included in such insurance at the time it is taken out or renewed as the case may be, the Consultant shall maintain professional indemnity and public liability insurance. When reasonably requested to do so the Consultant shall provide a brokers' certificate as evidence that such insurance is being maintained.

8 TERRORISM

The Consultant is not responsible under the Agreement or otherwise for designing or advising on or otherwise taking measures to prevent or mitigate the effect of any act of terrorism or any action that may

be taken in controlling, preventing, suppressing or in any way relating to an act of terrorism (herein called "terrorism matters") and the liability if any of the Consultant under or in connection with the Agreement whether in contract or in tort, in negligence, for breach of statutory duty or otherwise for any claim which may arise out of or in connection with terrorism matters is excluded.

9 POLLUTION, CONTAMINATION, ASBESTOS, TOXIC MOULD & HAZARDOUS WASTE

- 9.1 Unless included in the Services the Consultant is not responsible under the Agreement or otherwise for advising on matters which wholly, partly, directly or indirectly arise out of or result from asbestos (including without limitation the costs of testing for, monitoring, abatement, mitigation, removal, remediation or disposal of any asbestos or product or waste that contains asbestos) or pollution and contamination (including without limitation by naturally occurring or man-made substances, forces or organisms or any combination of them whether permanent or transitory and however occurring) or any fungus or spore or any substance, vapour or gas produced by or arising out of any fungus or spore a (herein called "asbestos, toxic mould and pollution and contamination matters") and the liability if any of the Consultant under or in connection with the Agreement whether in contract or in tort, in negligence, for breach of statutory duty or otherwise for any claim which may arise out of or in connection with asbestos, toxic mould and pollution and contamination matters is excluded.
- 9.2 Any hazardous substances or waste arising from the Services shall be held, handled, transported or disposed of by the Consultant as agent for the Client, and such hazardous substances or waste shall remain the property and responsibility of the Client. In no circumstances shall the Consultant acquire title to any hazardous substances or waste. The Client shall be responsible for the keeping, handling, transporting or disposal of all hazardous substances or waste and associated costs.
- 9.3 The Client shall be liable to the Consultant, and shall indemnify and hold the Consultant harmless, in respect of all claims brought or asserted by any person, including, but not limited to relevant authorities as a result of keeping, handling, transporting or disposal of hazardous substances or waste in connection with the Services.

10 INDEMNITY

The Client shall indemnify and keep indemnified the Consultant from and against any and all claims (including those for injury or death), demands, proceedings, damages, costs, charges and expenses arising out of or in connection with the Agreement in excess of the total liability of the Consultant determined in accordance with clause 6.1 and/or clause 6.2 and/or arising out of or in connection with terrorism matters and/or asbestos, toxic mould and pollution and contamination matters where clause 9 applies and/or which are in respect of events occurring after the expiry of the period referred to in clause 6.3.

11 SITE OPERATIONS

- 11.1 In the event of any visit to a Site by the Consultant's personnel they shall be regarded for all purposes as being the Client's visitors and the Consultant shall not be deemed to have assumed the role of occupier, or otherwise to have assumed control of or responsibility for the Site or any persons on it.
- 11.2 In undertaking any physical site works the Consultant shall take reasonable care to minimise damage to property, including underground services and other sub- surface obstructions notified to the Consultant (in writing) as being the likely position of underground services or other obstructions.

12 SUSPENSION AND TERMINATION

- 12.1 If the Client fails to pay the Consultant in full any amount properly due and payable under this Agreement by the final date for payment, the Consultant (without prejudice to its other rights and remedies) may suspend performance of any or all of its obligations under the Agreement at its sole discretion and upon prior written notice until payment in full of the amount due or, if the Agreement is a "construction contract" for the purposes of Section 104 of the Housing Grants, Construction and Regeneration Act 1996 (as amended), suspend its performance of the Agreement until payment in full of the Notified Sum after

giving the Client not less than seven (7) days' notice in writing of the same specifying the grounds for so doing.

12.2 Any period during which the Consultant's performance is suspended in pursuance of, or in consequence of the exercise of, its right to suspend its performance shall be disregarded in computing for the purposes of any contractual time limit the time taken by the Consultant, or any of the Consultant's sub-contractors, to complete any Services directly or indirectly affected by the exercise of such right. The Client shall also be liable for any reasonable amount in respect of costs and expenses reasonably incurred by the Consultant as a result of such suspension.

12.3 Either Party may terminate performance of the Agreement (a) at any time by giving not less than one month's written notice to the other; (b) by written notice to the other if, within two weeks of receipt of a written notice identifying a material breach of the Agreement by the other, the other has not taken all reasonable steps to rectify such breach or (c) immediately upon written notice to the other in the event of the insolvency of the other. In the Agreement "insolvency" shall mean becoming bankrupt going into liquidation (either voluntary or compulsory except as part of a bona fide scheme of reconstruction or amalgamation) being dissolved compounding with its creditors or having a receiver administrative receiver or administrator appointed of the whole or part of its assets.

12.4 If circumstances arise for which the Consultant is not responsible and which the Consultant considers make it irresponsible for the Consultant to perform all or any part of the Services the Consultant shall be entitled to terminate the appointment or discontinue performance of any part by giving not less than two weeks' written notice (or immediate notice in the event of an emergency).

12.5 Termination of the Consultant's appointment under the Agreement shall not prejudice or affect the accrued rights or claims of either Party.

12.6 Upon termination of the Agreement, the Consultant will be paid (a) any instalments of the fees and any other sums due to the Consultant which shall have accrued prior to the date of such termination; (b) a fair and reasonable proportion of the following instalment of the fees due commensurate with the Services performed by the Consultant, up to the date of termination; and (c) (save where the termination is as a direct result of the Consultant's breach) any direct loss and/ or damage caused to the Consultant as a result of the termination.

13 PERSONNEL

The Client shall not solicit (and shall procure that no parent company or subsidiary of the Client solicits) the services of any employee officer or director of the Consultant without the prior written consent of the Consultant during the term of the Agreement or for the period of six months after the termination of the Agreement. If during such period any such employee officer or director of the Consultant accepts an offer of employment made by the Client as a result of an introduction in the course of the Agreement, the Client shall pay to the Consultant a sum equivalent to six months gross salary (plus bonuses) of the person concerned.

14 DISPUTES

Any dispute shall, in the first instance, be referred to the respective Chief Executive of the Client and the Consultant who shall attempt, in good faith, to resolve the matter. Each Party shall have the right to refer any dispute to adjudication in accordance with the Construction Industry Council Model Adjudication Procedure current at the time of referral.

15 GENERAL

15.1 The Client shall not, without the written consent of the Consultant assign or transfer any benefit or obligation under the Agreement. The Consultant shall be free to sub-let performance of part or all of the Services. For the avoidance of doubt agency staff seconded to or engaged by the Consultant shall not be deemed to be sub-consultants.

- 15.2 The law of England and Wales shall govern the application and interpretation of the Agreement, and each Party submits to the exclusive jurisdiction of the courts of England and Wales.
- 15.3 Nothing in the Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of the Agreement for the purpose of the Contracts (Rights of Third Parties) Act 1999. In particular any advice provided by the Consultant is for the sole benefit of the Client and may not be used or relied upon by, and the Consultant will not readdress the same to, third parties.
- 15.4 Nothing in the Agreement excludes or restricts the Consultant's liability for death or personal injury resulting from its negligence.
- 15.5 Other than any variation set out in the Client's acceptance of the Offer, which variation has been accepted in writing by the Consultant, no variation to these Terms of Business may be made without the written agreement of the Client and the Consultant.
- 15.6 The Agreement constitutes the entire agreement and understanding between the parties and supersedes any previous agreement between the Client and the Consultant relating to the subject matter of the Agreement.
- 15.7 To the fullest extent permitted by law, relations between the Parties shall be governed by the Agreement to the exclusion of any other liability whatsoever.
- 15.8 No failure to exercise, nor any delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of a right or remedy prevent any further exercise thereof or the exercise of any other right or remedy.
- 15.9 The Client acknowledges that it has had an opportunity to negotiate changes to these Terms of Business prior to the commencement of the Services and has agreed to these Terms of Business.